

## **1. These IFA User Terms**

1.1 In accordance with the following user terms ('IFA User Terms'), the Independent Financial Adviser ("IFA") listed at the top of these User Terms (whose details are available via this link) grants to you as an authorised user ('you') of this site ('Web Site') certain rights (as set out below) and in return you agree to perform certain obligations.

1.2 IFA is regulated by the Financial Services Authority for investment business in the UK. If you wish to verify the authorisation of IFA you may do so by conducting a free on-line search of the Financial Services Authority's Central Register."

1.3 Please read these IFA User Terms carefully. They are a legal document and, by your continued use of the Web Site, you agree to be bound by these IFA User Terms.

1.4 If you do not agree with these IFA User Terms and do not wish to be bound by them, please exit this Web Site and do not use the Web Site in the future.

1.5 Any goods and services ("Merchandise") offered for sale by companies other than IFA ("Third Party Content Providers") via third party web sites linked to this Web Site are subject to separate terms and conditions between you and the applicable Third Party Content Provider. You acknowledge that the applicable Third Party Content Provider (and not IFA) is solely responsible for the fulfilment of orders for any merchandise and for its quality, suitability, and fitness for purpose. Any disputes or questions relating to the Merchandise must be directed to the Third Party Content Provider in question and you acknowledge that IFA shall have no responsibility, obligations or liability in relation to the Merchandise.

1.6 If you register for any competition offered by this Web Site, the competition rules set out at Clause 8 below shall apply in addition to the remainder of these IFA User Terms.

## **2. Licence to Use Material on Web Site**

2.1 IFA grants to you a personal, non-exclusive, non-transferable, royalty-free licence to use all the material on the Web Site (including but not limited to: software, documentation, text, pictures, sounds, graphics, articles, video or audio clips, and advertising material) ('IFA Material') on the basis set out in Clause 2.2.

2.2 You are entitled to view, copy, print, access, download and transmit (for the purposes expressly permitted in these IFA User Terms) and store the IFA Material for your own personal, non-commercial use provided that you do not:

2.2.1 remove any notices relating to the ownership of copyright or other intellectual property rights in the IFA Material;

2.2.2 modify, translate, reverse engineer, reproduce, decompile, disassemble (except as expressly permitted by law) or create derivative works of any of the IFA Material;

2.2.3 rent, lease, sub-licence, loan, copy or give or transfer any rights in the IFA Material in any form, to any person or entity without the prior written consent of IFA.

2.3 Any product, process or technology referred to in the IFA Material may be subject to other intellectual property rights of IFA and are not made available hereunder.

## **3. Ownership of Intellectual Property Rights**

3.1 Notwithstanding the limited rights granted to you in accordance with Clause 2, IFA or other third parties which licence such material to the IFA, retain their ownership, title and interest in the intellectual property rights contained in the IFA Material including but not limited to copyright, database rights, trade marks, patents, service marks, design rights (whether registerable or otherwise) know-how, trade or business names, domain names, goodwill associated with any of the foregoing and other similar rights or obligations whether registerable or not in any jurisdiction in the world.

3.2 You agree that any material (including any Intellectual Property Rights in such material), including but not limited to material which may be sent via any chat services, bulletin boards, competitions or articles submitted for publication or similar services offered via this Web Site ("Web Site Services") on the Web Site or in using any of the Web Site Services ("User Generated Content") may be retained as the property of IFA. IFA shall have no obligations with regard to the User Generated Content, or monitor the User Generated Content to ensure that it complies with applicable laws or regulations. You remain solely responsible for the User Generated Content in accordance with Clause 6.

3.3 IFA may have trademarks in its name. All other product names and company logos mentioned in the information, documents or other items provided or available on this Web Site may be the trademarks of their respective owners.

#### **4. Duration of IFA User Terms and Termination**

4.1 These IFA User Terms are binding upon you immediately. You accept them by your use of this Web Site, and they will remain in force until the earlier of the following:

4.1.1 you breach any of the terms of the licence granted to you in accordance with Clause 2;

4.1.2 IFA terminates these IFA User Terms by notice to you at any time in accordance with Clause 10.2; or

4.1.3 you terminate these IFA User Terms by notice to IFA at any time in accordance with Clause 10.1.

4.2 In the event that these IFA User Terms are terminated for any of the reasons stated above, you agree to comply with the following obligations:

4.2.1 the licence granted to you in accordance with Clause 2 shall be terminated forthwith and you shall have no further rights to use the IFA Material;

4.2.2 you must delete or destroy any of the IFA Material stored by you in electronic or hard copy form as soon as reasonably practicable; and

4.2.3 you will have no further rights to access or use the Web Site or the Web Site Services.

#### **5. IFA's Responsibilities**

5.1 IFA undertakes to use commercially reasonable endeavours to prevent breaches of security of the Web Site.

5.2 IFA makes no representation or warranty that the Web Site or Web Site Services will be accessible, or useable by you or error free. IFA uses reasonable efforts to include accurate and up-to-date information on the Web Site. The information, documents or other items provided or available on this Web Site could include technical inaccuracies or typographical errors. IFA makes no warranties or representations as to its accuracy. IFA assumes no liability or responsibility for any errors or omissions in the content on the Web Site.

5.3 IFA reserves the right, without notice to you, to remove any IFA Material from the Web Site or to suspend or alter the operation of the Web Site or any Web Site Services, at its sole discretion or for legal or technical reasons. IFA will give you as much notice as possible prior to taking any of the actions described in this Clause, but prior notice may not always be feasible for a variety of reasons. IFA may make improvements and/or changes to the information or documents provided or available on this Web Site at any time.

#### **6. Your Responsibilities**

6.1 You agree that you are responsible for the security and use of any user names or passwords needed to access or use the Web Site or any Web Site Services. You must take all reasonable steps to ensure that these user names and passwords are kept confidential and secure and you do not allow any unauthorised person to access the Web Site or any of the Web Site Services using your user name or password.

6.2 You agree that you will not use the Web Site or any of the Web Site Services as follows:

6.2.1 to send, receive, upload, download, store, use, distribute or publish any material that is offensive, abusive, indecent, defamatory, obscene, or in breach of any other person's Intellectual Property Rights or breaches any obligation of confidentiality by which you are bound;

6.2.2 to send or distribute multiple unsolicited emails or messages ('Spam') or to cause any other person annoyance, inconvenience or worry;

6.2.3 for any purposes connected to any business, including sending any unsolicited advertisements or promotional material.

6.3 You agree to indemnify IFA against any claims, costs, expenses or legal proceedings caused as a result of your use of the Web Site or Web Site Services in contravention of Clauses 6.1 and 6.2. Further, in these circumstances, IFA shall be entitled to treat the contravention as a material breach of these IFA User Terms and terminate the IFA User Terms and any access permission granted to you by IFA forthwith, without notice to you.

## **7. Consent to Use of Your Personal Information**

For the purposes of the Data Protection Act 1998, you acknowledge that in the course of registering and using this Web Site and the Web Site Services, certain personal information or data about you will be captured electronically or otherwise and transmitted to IFA. By accepting these IFA User Terms, you expressly agree to transfer such personal information or data to IFA to use, store and process the personal information in accordance with the provisions set out in the IFA Privacy Policy.

## **8. Competition Rules**

8.1 All competitions offered by IFA from this Web Site ("Competitions") are only open to United Kingdom residents who are aged 18 or over ("Entrant").

8.2 All entrants must register for the relevant Competition by giving their correct name and address in the United Kingdom, together with their e-mail address. By registering for the relevant competition, you acknowledge that you have read and agree to the provisions contained in Clause 7 above and the IFA Privacy Policy, regarding consent to use your personal information.

8.3 By registering for any Competition you accept these Competition rules (together with any rules relating to a particular Competition posted on the Web Site by IFA) ("Competition Rules"). You also agree to allow your name to be published on the Web Site if you are a prize winner.

8.4 Prizes are as stated in the competition details on the Web Site. IFA will not offer cash alternatives to prizes offered. Prizes are allocated randomly from correct entries received. The Judge's decision is final and no correspondence will be entered into. Winners will be notified by post or e-mail after the closing date given for the Competition, when IFA will give details of how and when you can claim your prize. Although every effort will be made to supply the prizes stated, IFA cannot guarantee that the particular prizes will be available and an equivalent prize may therefore be offered.

8.5 No responsibility can be accepted by IFA for any delayed, lost or misplaced entries, and incomplete or illegible entries will be disregarded.

8.6 A full list of prize winners and Competition Rules is available from the IFA in accordance with Clause 10.1.

## **9. Disclaimers**

9.1 You accept that it is reasonable that, to the maximum extent permitted by law, all representations, conditions, warranties and other terms whether implied by statute, common law, course of dealing or otherwise are excluded.

9.2 Nothing in these Terms of Use limits IFA's liability to you for death or personal liability caused by IFA's negligence.

9.3 IFA hereby disclaims any liability to any person for any kind of loss or damage including, but not limited to, any special, incidental, indirect or consequential loss or damages caused by errors or omissions in the information or other items provided or available herein, whether such errors or omissions result from negligence, accident or any other cause.

9.4 To the extent that IFA is deemed by a court of competent jurisdiction to have any liability to you in contract, tort (including negligence) or otherwise in relation to this Web Site or the Web Site Services, IFA's entire liability shall be limited to &#pound;1,000 (one thousand pounds) for any one incident or series of related incidents and up to &#pound;5,000 (five thousand pounds) for all incidents in any period of 12 months.

9.5 This Web Site may contain links to third party web sites which are controlled and operated by parties other than IFA ("Third Party Consent Providers"). The links will let you leave the Web Site and IFA is not responsible for any contents of any linked web site or any link contained in a linked web site. The inclusion of any link on the web site does not imply endorsement by IFA of the linked web site or products or services offered via the linked web site. If you decide to access linked third party web sites, you do so entirely at your own risk. IFA is providing these links only as a convenience, and the inclusion of any links does not imply endorsement by IFA of the web site or its contents.

## **10. Notices**

10.1 You may send a legal notice to IFA, or any questions you may have concerning these IFA User Terms by contacting IFA via this link. Such notices will be effective within 3 days of receipt by IFA.

10.2 IFA may send you notice by general notice on this Web Site, by e-mail to your e-mail address on record with IFA, or by post to the geographical address on record with IFA. Such notice will be effective if sent by e-mail or posted on the Web Site, 1 day from the date it was sent or posted on the Web Site. If sent by regular post, it will be effective 3 days after posting by IFA.

## **11. General**

11.1 IFA reserves the right to add to or change the terms of these IFA User Terms in its sole discretion without prior notice to you. All changes to the IFA User Terms will be effective once posted on the Web Site. IFA will provide notice of the changes to the IFA User Terms for a reasonable time after posting the amended IFA User Terms on the Web Site. Your continued use of the Web Site or the Web Site Services following IFA's posting of such changes will be regarded by IFA as acceptance of the amended IFA User Terms. If you do not agree to be bound by the amended IFA User Terms you should exit the Web Site and not access or use the Web Site in the future.

11.2 If any part of these IFA User Terms are held by a court of competent jurisdiction to be unenforceable, the validity of the remainder of these IFA User Terms will not be affected.

11.3 If IFA is unable to perform any obligation under these IFA User Terms because of a matter beyond its reasonable control (including but not limited to); fire, flood, war, explosion, civil disorder, or other disasters or governmental laws or regulations imposed after the fact, or events beyond the reasonable control of IFA, IFA will have no liability for that failure to perform.

11.4 Any person who is not a party to this Agreement has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement but this does not affect any right or remedy of a third party which exists or is available apart from that Act.

11.5 Unless otherwise specified on this Web Site, the IFA Materials available on this Web Site are directed solely at those who access the Web Site from the United Kingdom. IFA makes no representation that any IFA Material is appropriate for use elsewhere, or available in other locations. Those who choose to access this Web Site and the Web Site Services from any other location are solely responsible for compliance with local laws and regulations if, and to the extent, that they are applicable.

11.6 These IFA User Terms are governed by the laws of England, and subject to the non- exclusive jurisdiction of the English Courts.